

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B5400283

PRINT DATE: 01/30/15

PAGE: 01

SHIP TO:			
AS SPECIFIED ON INDIVIDUAL ORDERS			
VENDOR ID: 1371605860 LYLES CLEANING SERVICE DIV MULTICORP PO BOX 361 WESTMINSTER, MD 21158 (999) 999-9999		REFER QUESTIONS TO: MICHELLE FRIERSON (410) 767-3002 MICHELLE.FRIERSON@MARYLAND.GOV	
ITB: H00R5400035	EXPR DATE: 02/01/18 POST DATE: 01/29/15	DISCOUNT TERMS: . NET 30 DAY CONTRACT AMOUNT: 317,228.39	

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

H00 15 33601 0813 \$ 50,275.55
 H00 16 33601 0813 \$105,816.24
 H00 17 33601 0813 \$105,816.24
 H00 18 33601 0813 \$ 55,540.68

PREFERENCE PURCHASE CONTRACT.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	91039	LT	268,788.6100

JANITORIAL/CUSTODIAL SERVICES
 TO PROVIDE JANITORIAL/ CUSTODIAL SERVICE FOR THE DEPARTMENT OF
 GENERAL SERVICE AT THE HYATTSVILLE DISTRICT COURT @4990 RHODE ISLAND
 AVE, HYATTSVILLE MD. 20781 FOR THREE (3) YEARS BEGINNING FEBRUARY 1,
 2015 THROUGH JANUARY 31, 2018 IN ACCORDANCE WITH THE TERMS AND
 SPECIFICATIONS.

MONTHLY BASE BID BILLING COST:\$7,456.35

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****
BPO NO: 001B5400283 PRINT DATE: 01/30/15 PAGE: 02

LINE #	STATE ITEM ID	U/M	UNIT COST
0002	91039	LT	19,400.3900

JANITORIAL/CUSTODIAL SERVICES
ALT 1- SEMI ANNUAL CARPET SHAMPOO-\$3,233.40 PER OCCURRENCE

0003	91039	LT	3,767.4600
------	-------	----	------------

JANITORIAL/CUSTODIAL SERVICES
ALT 2-ANNUAL- CLEAN ALL LIGHTING FIXTURES \$1,255.82 PER OCCURENCE

0004	91039	LT	5,801.8800
------	-------	----	------------

JANITORIAL/CUSTODIAL SERVICES
ALT3-ANNUAL- CLEAN VENETIAN BLINDS - \$1,933.96 PER OCCURENCE

0005	91039	LT	19,470.0500
------	-------	----	-------------

JANITORIAL/CUSTODIAL SERVICES
ALT4- ANNUAL- WINDOW CLEANING \$6,490.02 PER OCCURENCE

END OF ITEM LIST

THE BLANKET PURCHASE ORDER (BPO) ISSUED AS A RESULT OF THE INVITATION TO BID (ITB) AND ANY SUBSEQUENT AMENDMENTS, MODIFICATIONS OR OPTIONS ISSUED RELEVANT TO THE ITB OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS AND SPECIFICATIONS ISSUED WITH THE ITB AND ARE INCORPORATED IN AND MADE PART OF THE BPO.

***** LAST PAGE *****

AUTHORIZED BY:



BUYER AUTHORIZED DESIGNEE

DATE:

1/30/15

SECTION C – SPECIFICATIONS
Department of General Services
Janitorial Services
Hyattsville District Court/Multi-Service Center
eMarylandMarketplace Solicitation # _____
MBE Goal: *%**

1. GENERAL INFORMATION

1.1. This ITB has been issued by:

Gwendolyn Hudson, Procurement Officer
Maryland Department of General Services
Email – gwendolyn.hudson@maryland.gov

All communications regarding this solicitation are to be made solely through the Procurement Officer or his/her designee.

1.2. This ITB is to be read and construed as a whole.

1.3. Prospective Bidders who have received this document from a source other than eMaryland Marketplace www.emarylandmarketplace.com or from the Procurement Officer should immediately contact the Procurement Officer and provide their name and mailing address so that any changes or additional materials related to this ITB can be sent to them.

1.4. Bidders agree to comply with each and every section, subsection and addendum of this solicitation. Failure to comply will result in the rejection of the Bid. **Bidders shall not change or alter any Attachment or alter any other State attachments or the Bid will be rejected.**

1.5. Each Bidder is responsible for fully reading and understanding the terms and conditions of this ITB. Any Bidder finding any discrepancy in or omission from the ITB, or who is in doubt as to the meaning of any provision of this ITB, must direct questions or requests for clarification in writing to the Procurement Officer at the earliest possible time.

1.6. In the event it becomes necessary to revise any part of the ITB, or if any additional information is required to enable potential offers to interpret the provisions of the ITB, an amendment will be issued by DGS and posted on eMaryland Marketplace. **PROSPECTIVE BIDDERS SHOULD REVIEW EMARYLAND MARKETPLACE PERIODICALLY TO DETERMINE WHETHER OR NOT DGS HAS ISSUED AN AMENDMENT TO THIS ITB.** DGS is not responsible for notifying Bidders of amendments to the ITB other than by posting amendments on eMaryland Marketplace.

1.7. Small and Minority Business Enterprises are encouraged to respond to this solicitation.

2. BACKGROUND

These Specifications pertain to the Hyattsville District Court/Multi-Service Center, located at 4990 Rhode Island Avenue, Hyattsville, Maryland, which is managed under the authority of the Maryland Department of General Services, Office of Facilities Operations and Maintenance, which is an Agency of the State of Maryland.

3. **SCOPE OF WORK**

3.1 The Contractor shall furnish all labor, equipment and supplies (except those specified under Section 9) necessary to perform the daily, weekly, monthly, semi-annual, and annual cleaning of the building in strict conformance with the standards specified in these Specifications.

3.2 The approximate net cleanable square footage of this facility is as follows:

a. Carpet	38,621 sq. ft
b. Ceramic Tile	9,623 sq. ft
c. VCT	6,101 sq. ft
d. Concrete	<u>4,014 sq. ft</u>
Approximate Total	58,359 sq. ft

3.3 The number and type of cleanable units for this facility are as follows:

a. Windows	190
b. Venetian Blinds	154
c. Light Fixtures	440
d. Restrooms	<u>32</u>
Approximate Total	376 cleanable units

NOTE: All details on square footage and the number of units are approximate. It is the responsibility of the Bidder to take their own measurements and counts.

3.4 This contract provides general housekeeping services to maintain a clean working environment.

3.5 It shall be the Contractors responsibility to verify the square footage and number of items listed above, as all are approximate. Failure of the Contractor to verify the listed amounts shall not relieve the Contractor of the responsibility to provide all services required to the standards included herein, for the prices submitted in the Contractors bid.

3.6 The Contractor **must** own or acquire, prior to the start date of the contract, all necessary commercially rated equipment for the proper performance of the contract. Said equipment **must** be at the facility and be fully operational upon contract start up.

4. **TERM OF THE CONTRACT**

The term of this contract will be for a three (3) year period beginning **January 26, 2015** through **January 25, 2018** with two (2) one (1) year renewal options at the same term, conditions, cost, and contract provision.

5. **PRE-BID CONFERENCE/SITE VISIT**

5.1 A Pre Bid Conference (Conference) will be held on **date**, beginning at **10:00 a.m.**, at the Hyattsville District Court, 4990 Rhode Island Avenue, Hyattsville, MD 20781. Bidders are instructed to report to 2nd Floor District Court Conference room. Attendance at the conference is not mandatory, but all interested bidders are encouraged to attend in order to gain the best possible understanding of the ITB and to facilitate the Bidder's overall understanding and better preparation of their bids.

5.2 At the scheduled pre bid conference/site visit, each bidder will be permitted to examine the building, familiarize themselves with the full nature and extent of the work and obtain answers to questions or clarifications of the contract.

5.3 It is the sole responsibility of the Contractor to familiarize themselves fully with the building and the

contents of these specifications. Failure to attend the pre bid conference/site visit does not relieve the successful bidder from their obligations to comply with all aspects of this bid package for the amount specified in their bid.

- 5.4 As part of a responsibility determination, bidders may be required to schedule a site visit with the contact person identified in this solicitation to inspect specific conditions at the facility in detail to ascertain that their bid price represents the scope of work identified in this solicitation. For additional pre bid/site visit information, contact the Procurement Officer, Gwendolyn Hudson via email at gwendolyn.hudson@maryland.gov.
- 5.5 As promptly as feasible after the Conference, a written summary of the Conference and all questions and answers known at the time will be distributed electronically via eMaryland Marketplace at www.emarylandmarketplace.com to all prospective bidders known to have received a hard copy of this IFB.

6. **QUALIFICATIONS OF BIDDERS:**

Prior to the bid date of the contract, the bidder must have successfully performed janitorial services of the type and size specified in these specifications. The experience of officials gained prior to the formation of a corporation or other business entity can be considered when evaluating responsibility.

The bidder is required to attach references online with the bid response. No less than five (5) references of companies or organizations for which the bidder provided comparable scope, type, size, magnitude and complexity to those specified in these specifications. References must be for services provided within the past five (5) consecutive years. Each reference must include the following:

- a. Name, Address, phone number and contact person.
- b. Name and location of reference.
- c. Term of contract.
- d. Size and type of facility (to include net square footage).
- e. Type and complexity of services provided.
- f. Amount of janitorial personnel
- g. Letters of testament are optional.

7. **WORK EXCLUDED FROM THE CONTRACT:**

All mechanical rooms, electrical rooms, any areas used exclusively for building maintenance and any garage areas are excluded from this contract.

8. **HOURS WHEN WORK MAY BE PERFORMED**

- 8.1 The Contractor must assign janitorial service personnel on-site to perform specified operations, and to provide staffing levels that will ensure thorough and complete janitorial service according to the specified task routines.
- 8.2 The Contractor shall assign one (1) daytime janitor to work Monday through Friday between the hours of 10:00 a.m. through 3:00 p.m., excluding State holidays. It shall be the responsibility of the Daytime Janitor to maintain all of the restrooms at the Hyattsville DC/MSD outlined on the AM and PM Janitorial Checklist provided by DGS, and attached online eMarylandMarketplace.
- 8.3 All daily janitorial operations must be performed between the hours of 5:00 p.m. through 11:00 p.m. Monday through Friday, excluding State holidays.

- 8.4 All weekly, monthly, semi-annual and annual janitorial operations must be performed between the hours of 5:00 p.m. through 11:00 p.m., Monday through Friday or on State holidays with the prior approval of the Building Manager/Designee.

9. **SUPPLIES FURNISHED BY THE STATE:**

The State shall furnish all paper hand towels, toilet paper, and hand soap. These supplies shall be stocked in the janitorial closets by State personnel. Records of usage of these supplies will be maintained by the State. The Contractor shall be held accountable for any excessive usage of these supplies.

10. **SERVICE TO BE SUPPLIED BY THE STATE:**

- 10.1 The State shall supply the Contractor with light, heat, power, hot and cold water for the cleaning of the building. (**NOTE:** hot water temperature is regulated by the State's energy guidelines and cannot be increased above the current guideline temperature).
- 10.2 The State will provide three janitorial closets for the housing of the Contractor's equipment and supplies. These closets will be supplied with locks to safeguard the Contractor's property. These closets must be maintained in a clean, neat and orderly condition by the Contractor. Keys to the janitorial closets will be the responsibility of the Contractor. Should the Contractor lose these keys or any other building keys, he/she shall be responsible for the cost of replacing or re-keying the locks so affected.
- 10.3 The State will supply large trash receptacles (dumpsters) for the final disposal of trash collected in the building. The Contractor shall deposit all trash collected in the building in the receptacle provided and insure that all lids, doors, or other openings to the receptacles are closed and latched.

11. **SUPPLIES, MATERIALS, EQUIPMENT AND UTILITIES:**

The Contractor shall furnish and make payment for all housekeeping and janitorial supplies, materials and equipment to include:

- 11.1 All supplies, materials, and equipment necessary for the performance of the work of the contract unless otherwise specified herein. See Sections 8 and 9. Fifteen (15) days prior to the starting date of the contract, the Contractor must submit to the Multi-Service Center Manager/Designee, a list to include the name of the manufacturer, the brand name, and intended use of each of the materials that he/she proposes to use in the performance of the work. The Contractor shall not use any material which the Multi-Service Center Manager/Designee determines would be unsuitable for the purpose, or harmful to the surfaces to which applied, or to any other part of the building, its contents, or furnished upon request.

NOTE: Pursuant COMAR Title 21.11.05, housekeeping supplies in support of this contract shall be purchased from Blind Industries and Services of Maryland (BISM) to the extent they are available. Green products shall also be purchased to the extent practical. The Contractor shall make green products as the primary purchase. Additional information may be obtained from BISM directly by calling Tom Owens at (410) 737-2647(www.BISM.org). As this is a mandatory requirement, failure to comply will be considered a contract default. A copy of the Contract will be provided to BISM for follow up.

- 11.2 Furnish all necessary cleaning equipment (commercial/industrial) including power driven floor scrubbing machines, polishing machines, vacuum cleaners, etc., required for the performance of the work of the contract. This equipment must be of the size and type customarily used in work of this kind and must meet the approval of the Multi-Service Center Manager/Designee.
- 11.3 Ensure that each piece of equipment delivered to the contract site for use under the contract is serially

numbered and appropriately identified with a plate affixed thereon. The Contractor must furnish the Multi-Service Center Manager/Designee with a listing of all the equipment delivered to the building with the corresponding serial numbers. On a schedule established by the Multi-Service Center Manager/Designee, an inventory is to be made of the equipment. The purpose of the inventory is to ensure that all equipment is in operating condition and that the quantity and quality agreed upon at the award of the contract is the same. The Contractor shall accompany the designated State employee conducting the inventory. It is the responsibility of the Contractor to provide only those items approved at the beginning of the contract. Further, all equipment shall be operative at all times. Any in-operative equipment shall be repaired and/or replaced within a 24-hour period.

- 11.4 In conjunction with the Multi-Service Center Manager/Designee, inventory all the materials and equipment on hand during the final month of the contract period and develop a listing of all materials and equipment which have been paid for by the State. Any materials remaining at the termination of the contract that have been paid by the State will remain the property of the State.
- 11.5 All Material Safety Data Sheets (MSDS) for supplies and materials used in the Facility shall be provided to the Multi-Service Center Manager/Designee.

12. MANNING TABLES:

The Contractor shall supply to the State, within 30 days after award of the contract the following information:

- 12.1 Total weekly man-hours for the provision of daily, weekly and monthly tasks. (Tasks 17.1 - 17.18)
- 12.2 Total semi-annual man hours for the provision of semi-annual task. (Task 17.19)
- 12.3 Total semi-annual man-hours for the provision of Add Alternates. (Tasks 17.20 and 17.23)
- 12.4 Total annual man-hours for the provision of Add Alternates. (Tasks 17.21 and 17.22)

13. ON-SITE SUPERVISOR:

- 13.1 The successful Contractor shall provide for an On-Site Supervisor who will represent the Contractor in all matters concerning this contract.
- 13.2 The Contractor shall employ experienced Janitorial Supervisor(s) who shall be on-site, on-duty, to supervise and oversee the janitorial operations in the Facility. The Janitorial Supervisor must on on-site, on duty at all times when the janitorial staff is at the Facility.
- 13.3 The On-Site Supervisor will be available to the Building Manager/Designee, between the hours of 4:00 p.m. to 4:30 p.m. when requested, for the purpose of obtaining instructions or becoming informed about the deficiencies in the janitorial work or any other reason the Building Manager/Designee should wish to confer with the On-Site Supervisor.
- 13.4 Failure of the On-Site Supervisor to be present at any time janitorial work is performed under this contract shall result in reductions from payment to the Contractor equal to the hours the supervisor was not present multiplied by the hourly rate supplied by the Contractor.
- 13.5 The On-Site Supervisor shall be given a copy of these Specifications and the appropriate schedules and standards.
- 13.6 The On-Site Supervisor is responsible for presenting to the Building Manager/Designee a schedule of dates and times when the semi-annual and annual tasks will be accomplished. This schedule shall be presented no later than thirty (30) calendar days following the first day of service under this contract.

- 13.7 The On-Site Supervisor is accountable for the behavior of all Contractor's personnel assigned to this contract.

14. **CONDUCT OF JANITORS:**

- 14.1 The Janitorial Supervisor will be responsible for the conduct and performance of all contract employees in accordance with the following Standards of Conduct.

- a. Remove any State property or personal property, equipment, monies, forms, or any other item from the building;
- b. Engage in loud boisterous behavior;
- c. Play radios or tape players;
- d. Be under the influence of alcohol or drugs;
- e. Gamble;
- f. Turn on or off or use any equipment other than the Contractor's equipment;
- g. Use any State telephone except a telephone designated by the building management for the purpose of business under this contract;
- h. Open any desk, file cabinet or storage cabinet;
- i. Consume any food or beverage, other than that brought with the employee or purchased from vending machines, and only in areas designated by the building management.
- j. Engage in horseplay;
- k. Remove any article from desks;
- l. Sleep;
- m. Engage in long conversations with the security guards;
- n. Take photographs of the building or its contents;
- o. Remove any documents, records, forms or paper of any kind which is not either in trash cans or clearly marked as trash;
- p. Use any tobacco or tobacco substitute products in any form;
- q. Engage in any activity which is not in the best interest of the State or is otherwise detrimental to the performance of this contract.

- 14.2 Should the State find any janitor undesirable under this contract, the State shall immediately notify the Contractor's representative verbally, followed by a written notification to the Contractor, that the particular janitor is undesirable. The Contractor shall be responsible for the conduct of that janitor and liable for any action or inaction of that janitor while performing work under this contract.

15. **SECURITY AND REGISTRATION OF CONTRACTOR'S EMPLOYEES:**

- 15.1 The Contractor's employees are required to be registered with the Building Management office prior to those employees performing services under this contract. Registration will consist of the Contractor completing a 3" x 5" identification card for each of the employees assigned to this contract. The 3" x 5" identification cards will be supplied by the Building Manager/Designee.
- 15.2 The 3" x 5" identification card will require the Contractor to provide the following employee information: name, address, telephone number, employee's signature and a 2" x 1-1/2" picture of the employee. Registration is required for every employee hired by the Contractor to work in the facility. The Contractor shall immediately advise the Building Manager/Designee each time an employee is separated from the contract and notify of a new employee approved to start work.

16. **AUTHORIZATION FOR ACCESS TO RECORDS AND DOCUMENTATION:**

- Upon award of the contract the company and applicant of company that is to be assigned to this contract shall

present the following documentation:

- 16.1 A signed Authorization for Access to Records and Documentation form. (Attachment #1)
- 16.2 The person's completed application.
- 16.3 A copy of certification of the education requirements.
- 16.4 Reference check of past employers.
- 16.5 The applicant must pass the background check and meet the standards of the Department of General Services.
- 16.6 Applicant will not be interviewed if all of the above information is not received prior to interview.

17. **DAILY SIGN-IN AND SIGN-OUT OF THE CONTRACTOR'S EMPLOYEES:**

All the Contractor's janitorial personnel shall sign-in and sign-out of the building. The security guard on duty will verify the time logged in and the time logged out for all personnel.

Contractor's employees shall not take any parcel larger than a hand purse beyond the security post. Any parcel, other than a hand purse, that is taken beyond the security post shall be subjected to inspection determined by the Agency.

18. **JANITORIAL TASKS - 18.1 THROUGH 18.19:**

The building shall be cleaned at the frequency and to the standards as detailed in these specifications. The Multi-Service Center shall determine whether the tasks have been performed, and that the performance is in accordance with the standards set forth in these specifications. Failure to perform a task or to perform a task to the specified standard shall result in a reduction in the Contractor's monthly invoice as indicated in Section 19 of these Specifications. The Contractor may appeal the Multi-Service Manager/Designee determination in accordance with this section.

The Contractor shall ensure that all personnel employed in the Janitorial Services Program are properly trained and receive detailed instructions for the proper, efficient and economical janitorial operations of the Facility. The Janitorial Supervisor shall be on-site in charge of personnel at all times when work is being performed.

- 18.1 **TASK:** Empty Trash Cans and Remove Trash Inside and Outside Building including bags of shredded paper for recycling and boxes placed for disposal.

FREQUENCY: DAILY

LOCATIONS: Lobbies, General Offices, Executive Offices, Judge's Chambers, Conference Rooms, Courtrooms, Corridors, Lounges, Restrooms, Holding Cells

STANDARDS:

18.1.1 All trash from trash cans shall be removed and taken to the dumpster.

18.1.2 All small loose trash shall be placed in large plastic bags and deposited in dumpster provided. Large plastic bags are closed and tied and are free from holes which would allow trash or liquids to escape.

18.1.3 Dumpster doors shall be left closed and latched.

18.1.4 All emptied trash cans shall have liners that are free of soil and stains caused by liquids, coffee grounds, cigarette ashes, food, garbage or any other substance which creates an odor or will adhere other trash to the side of the liner.

18.1.5 All items marked as Atrash@ shall be removed and boxes broken down prior to placement in dumpster.

18.2 TASK: Clean Cigarette Urns

FREQUENCY: DAILY

LOCATIONS: Outside

STANDARDS:

18.2.1 All extinguishing material in cigarette urns shall be free of any foreign matter. Soiled extinguishing material shall be replaced. All trash urns shall be removed from the bottom of floor urns.

18.3 TASK: Clean Glass and Mirrors

FREQUENCY: DAILY

LOCATIONS: Entrances - Main Lobbies

STANDARDS:

18.3.1 Glass shall be free of smears, smudges, fingerprints and be uniform in appearance without residue or haze.

18.4 TASK: Clean and Disinfect Water Fountains

FREQUENCY: DAILY

LOCATIONS: Lobbies, Corridors and Lounges

STANDARDS:

18.4.1 All water spots, dirt, smudges, smears, film and haze shall be removed from water fountain.

18.4.2 Stubborn stains shall be removed and no damage shall be done to surfaces or water fountains.

18.5 TASK: Refill Paper Towels, Toilet Tissue and Liquid Hand Soap

FREQUENCY: DAILY

LOCATIONS: Restrooms, Judge's Chambers, Employees Lounges, and *Holding Cells

STANDARDS:

18.5.1 All paper towel dispensers shall be filled to 3/4 capacity and paper towels are dispensed easily and correctly from dispenser.

- 18.5.2 All toilet paper dispensers shall have at least 1/2 roll of toilet paper and rolls shall be properly installed in dispensers.
- 18.5.3 All hand soap dispensers shall be filled to 3/4 capacity with the proper ratio of 1 part soap to 2 parts water. That the soap dispenser has been accessed properly and the dispenser has been restored to proper operating condition.

***TOILET PAPER ONLY IN HOLDING CELLS**

- 18.6 **TASK:** **Clean and Disinfect Basins, Toilets, Urinals, and Sanitary Napkin Depositories**
- FREQUENCY:** **DAILY**
- LOCATIONS:** Restrooms, Judge's Chambers, Holding Cells and Employees Lounges
- STANDARDS:**
- 18.6.1 Basins, counter tops, and plumbing shall be disinfected and free of stains, dirt, hair, smudges, smears, and water spots. Chrome fixtures and/or pipes shall be shined.
- 18.6.2 Toilets and urinals shall be disinfected and free of stains, dirt, hair, smudges, smears, water spots, encrustation, rust and odor. Exterior of depositories are free of smears, film and haze. Contents of depositories shall be bagged in plastic bags, plastic bags tied and deposited in dumpster.
- 18.7 **TASK:** **Dust Mop followed by Wet Mop All Ceramic Tile, Quarry Tile, Stone Tile, Vinyl Tile and Resilient Tile Floors and Holding Cells Concrete Floors.**
- FREQUENCY:** **DAILY**
- LOCATIONS:** Main Entrance/Lobby Areas Including Stairwell Restrooms and Holding Cells
- STANDARDS:**
- 18.7.1 All dirt, melting compounds, dust and trash shall be removed from floors.
- 18.7.2 No dirty water or cleaning solution residue or mop marks shall be visible on floors.
- 18.7.3 All corners and areas adjoining vertical walls or stairs shall be free of dirt, dust, trash, dirty water residue, cleaning solution residue and wax build up.
- 18.8 **TASK:** **Clean Glass and Mirrors**
- FREQUENCY:** **WEEKLY**
- LOCATIONS:** General Offices, Executive Offices, Judge's Chambers, Courtrooms, Lounges and Restrooms
- STANDARDS:**
- 18.8.1 Glass shall be free of smears, smudges, fingerprints and be uniform in appearance without

residue or haze.

- 18.9 **TASK:** **Dust Mop followed by Wet Mop All Ceramic Tile, Quarry Tile, Stone Tile, Vinyl Tile, and Resilient Tile Floors**
- FREQUENCY:** **WEEKLY**
- LOCATIONS:** All Tiled Corridors, Tiled Lounges, Tiled Stairwells, Tiled Elevator Floors, Office and Storage Areas
- STANDARDS:**
- 18.9.1 All dirt, melting compounds, dust and trash shall be removed from floors.
- 18.9.2 No dirty water or cleaning solution residue or mop marks shall be visible on floors.
- 18.9.3 All corners and areas adjoining vertical walls or stairs shall be free of dirt, dust, trash, dirty water residue, cleaning solution residue and wax building up.
-
- 18.10 **TASK:** **Buffing All Quarry, Stone and Resilient Tile**
- FREQUENCY:** **WEEKLY**
- LOCATIONS:** Lobbies, Tiled Corridors, Tiled Lounges, Stairwells, Tiled Elevator Floors, Office and Storage Areas
- STANDARDS:**
- 18.10.1 Floors shall have an even gloss sheen, free of any buffing or swirl marks and present a uniform appearance.
-
- 18.11 **TASK:** **Vacuum Carpeted Areas**
- FREQUENCY:** **WEEKLY**
- LOCATIONS:** Judge's Chambers, General Offices, Executive Offices, Carpeted Corridors, Carpeted Reception Areas, Carpeted Lounges, Conference Rooms and Courtrooms
- STANDARDS:**
- 18.11.1 Carpets shall be free of all dirt, dust, paper clips, small pieces of paper or other trash.
- 18.11.2 Furniture shall be returned to its original position.
-
- 18.12 **TASK:** **Vacuum Floor Mats**
- FREQUENCY:** **WEEKLY**
- LOCATIONS:** Lobbies, Corridors, Lounges, Stairwells and Elevator Floors

STANDARDS:

18.12.1 All dirt, dust and trash shall be removed from floor mats.

18.12.2 Floor mats shall be returned to their original positions.

18.13 **TASK:** **Dust All Horizontal Surfaces**

FREQUENCY: **WEEKLY**

LOCATIONS: Judge's Chambers, General Offices, Executive Offices, Lobbies, Corridors, Lounges, Conference Rooms and Courtrooms

STANDARDS:

18.13.1 All window ledges, desks, file cabinets, storage cabinets, wooden furniture, venetian blinds and all other horizontal surfaces shall be free of dust and trash.

18.14 **TASK:** **Dust Vertical**

FREQUENCY: **WEEKLY**

LOCATIONS: Judge's Chambers, Courtrooms, Executive Offices, General Offices, Lounges, Conference Rooms, Lobbies and Corridors

STANDARDS:

18.14.1 All dust shall be removed from all vertical surfaces in the above areas.

18.15 **TASK:** **Spot Clean Building Surfaces**

FREQUENCY: **WEEKLY**

LOCATIONS: Lobbies, General Offices, Executive Offices, Judge's Chambers, Conference Rooms, Corridors, Lounges and Restrooms

STANDARDS:

18.15.1 All vinyl, painted or ceramic tile walls and restroom partitioning shall be free of smudges, smears, marks, dirt, fingerprints or other soil. Surfaces shall be free of detergent residue, streaks, film or haze.

18.16 **TASK:** **Spot Clean Lobby and Courtroom Furniture**

FREQUENCY: **WEEKLY**

LOCATIONS: Lobbies, Courtrooms, Corridors and Lounges

STANDARDS:

18.16.1 All dirt, dust, smudges, smears and fingerprints shall be removed from furniture. Furniture exhibits clear shine free of residue or haze.

18.17 TASK: Spot Clean Carpet Stains

FREQUENCY: WEEKLY

LOCATIONS: All Carpeted Areas

STANDARDS:

18.17.1 Carpet shall be free of stains, spots, or marks of any kind which can be removed by carpet cleaners.

18.18 TASK: Waxing All Quarry, Stone Tile and Resilient Tile Floors

FREQUENCY: MONTHLY

LOCATIONS: All Quarry, Stone Tile and Resilient Tile Floors in Lobbies, Elevators, Corridors, Lounges, Reception Areas and Stairwells

STANDARDS:

18.18.1 Resilient Tile shall be evenly waxed and buffed to a high gloss.

18.18.2 Floor shall have no buffing marks or swirls and present a uniform appearance.

18.18.3 There shall be no wax residue or build up in corners or areas of floor adjoining vertical walls or stairs.

18.19 TASK: Refinish All Quarry, Stone Tile and Resilient Tile Floors

FREQUENCY: SEMI-ANNUALLY - TWICE A YEAR

LOCATIONS: Quarry, Stone and Resilient Floor Areas in Lobbies, Corridors, Lounges, Reception Areas, Elevators and Stairwells

STANDARDS:

18.19.1 All old wax shall be removed from resilient tile floors.

18.19.2 All wax stripping solution shall be removed from floor and surrounding wall areas.

18.19.3 New wax shall be applied evenly and buffed to a high gloss.

18.19.4 There shall be no traces of dirt or marks on tile surfaces.

18.19.5 Floors shall have an even gloss sheen, free of any buffing or swirl marks and present a uniform appearance.

18.19.6 Quarry Stone floors need to be cleaned and scrubbed, free of all traces of dirt.

ADD ALTERNATES 18.20 THROUGH 18.23

18.20 **Add Alternate #1**

TASK: **Clean and Shampoo Carpeting**

FREQUENCY: **SEMI-ANNUALLY - TWICE A YEAR**

LOCATIONS: All Carpeted Areas of Building

STANDARDS:

18.20.1 Carpet shall be free of all dirt, stains, shampoo residue or other soil which can be removed through proper cleaning.

18.20.2 Carpet shall present a uniform appearance.

18.20.3 Furniture shall be restored to its original position.

18.21 **Add Alternate #2**

TASK: **Clean All Lighting Fixtures**

FREQUENCY: **YEARLY - ONCE A YEAR**

LOCATIONS: All Lighting Fixtures throughout the Building

STANDARDS:

18.21.1 Interior reflectors shall be free of dirt, dust and streaks.

18.21.2 Exterior diffuser or globes shall be free of dirt, dust and streaks.

18.21.3 Fluorescent tubes shall be cleaned and free of dirt, dust, and streaks.

18.21.4 Lighting fixtures shall be reassembled to their proper operating condition.

18.22 **Add Alternate #3**

TASK: **Clean Venetian Blinds**

FREQUENCY: **YEARLY - ONCE A YEAR**

LOCATIONS: Throughout the Building

STANDARDS:

18.22.1 Venetian Blind slats shall be free of dirt, dust and streaks.

18.22.2 Blinds shall be hung correctly and returned to original position.

18.23 **Add Alternate #4**

TASK: **Clean All Exterior Windows and Glass Walls**

FREQUENCY: **SEMI-ANNUALLY - TWICE A YEAR**

LOCATIONS: Throughout the Exterior of the Building

STANDARDS:

18.23.1 Screens shall be removed from windows.

18.23.2 Windows shall be free of dirt and streaks both inside and outside.

18.23.3 Glass shall present a uniform appearance.

18.23.4 Screens shall be hung correctly and returned to original position.

19. **REDUCTIONS FOR FAILURE TO PERFOR:**

The following reductions shall be used in adjusting the Contractor's invoice when the Contractor fails to perform any task required in these Specifications or performs any task below the standards as required in these Specifications.

19.1 Reductions for a No-Show will be based on the normal number of Contractor's personnel assigned to the building multiplied by the hours normally worked determined from the Manning Table provided by the Contractor.

19.2 Reductions for below standards work will be made if, after the second documented notification, the Contractor has not corrected the deficiency and State workers are assigned to perform the task.

19.3 Reductions for non-performance will be made if the task was not done and State workers have to be assigned immediately to perform the task.

19.4 Reductions for 19.2 and 19.3 above will be based on the hourly wage rate of the State employee assigned to perform the task times the hour/hours required for State workers to perform the task.

20. **DISPUTES ARISING FROM REDUCTIONS:**

20.1 Should the Contractor dispute the validity of a reduction determination made by the Multi-Service Center Manager/Designee, they may appeal the reduction to the Multi-Service Center Manager/Designee, in writing, within seven (7) calendar days of receiving notice of the reduction.

20.2 The Multi-Service Center Manager/Designee will review the reduction and make a written determination as to its validity within seven (7) days of the receipt of the appeal from the Contractor.

20.3 Should the Contractor disagree with the decision of the Multi-Service Center Manager/Designee, the Contractor may appeal the Manager/Designee decision, in writing to the Superintendent, District Courts/Multi-Service Centers, Hyattsville District Court/Multi-Service Center, 4990 Rhode Island Avenue, Hyattsville, MD 20781 within seven (7) calendar days of the receipt of the Manager/Designee decision.

20.4 The Superintendent of Multi-Service Centers shall review all documentation, evidence and arguments of the Contractor and the Multi-Service Center Manager/Designee and make a written determination as to the validity of the reduction within seven (7) days of receiving the appeal from the Contractor.

21. **DEFERRED MAINTENANCE:**

21.1 The Procurement Officer, or any authorized superior above the Building Manager's position, may defer any task, add alternate task or requirement of the contract if this person, or persons, deem it in the best interest of the State to do so. This act may be initiated by verbal notice to the Contractor followed by a written order, and may be implemented at anytime during the term of this contract.

21.2 Upon issuance of the deferred maintenance order, the Contractor's monthly invoice will be adjusted to reflect the reduced value of the services he/she would normally have provided under this contract.

22. **EMERGENCY CONDITIONS:**

Should an emergency condition requiring immediate attention exist, (such as flooding of a particular section of the building), the Contractor shall divert his/her force or whatever part thereof as directed by the Multi-Service Center Manager/Designee as necessary from their normal assigned duties to meet the condition. When these employees are no longer required for the special work, they shall be directed to return to their normal duties and the Contractor shall not be penalized because the normal daily work which otherwise would have been performed during the interval has been neglected.

23. **BUILDING CLOSURE:**

Whenever State employees are excused early as the result of heavy snow accumulation or hazardous conditions, the Contractor must make every reasonable effort to provide janitorial services, particularly if the occurrence is on a Friday or is a day preceding a holiday. Work should be performed during the holiday or weekend so that the building shall be cleaned prior to office hours on the following working day. The Contractor shall not receive payment for any daily tasks not performed as a result of the building being closed.

24. **LIVING WAGE REQUIREMENTS**

A solicitation for services under a State contract valued at \$100,000.00 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland.

When State contract services valued at 50% or more of the total value of the contract is performed in the Tier 1 Area Contractors and subcontractors are subject to the Living Wage Law and shall pay each covered employee at least \$13.91 per hour.

When State contract services valued at 50% or more of the total value are performed in the Tier 2 Area a Bidder shall pay each covered employee at least \$9.91 per hour.

This contract is deemed a Tier 1 contract. If the Bidder fails to submit and complete the required documentation under State law, the State may determine a Bidder to be not responsible.

The Contractor shall be responsible for any wage/rate increase during the term of this contract and such increase may not be passed on to the DHR CCDSS or the State of Maryland once the contract has commenced.

Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code, State Finance and Procurement, § 18-101 et al. The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.

If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

Additional information regarding the State wage requirement is contained in this solicitation (see Attachment titled "Frequently Asked Questions & Answers/ Living Wage Requirements").

*** Read the attachments thoroughly and retain for future reference***

25. **HIRING AGREEMENT – MARYLAND DEPARTMENT OF HUMAN RESOURCES**

By submitting a bid or proposal in response to this solicitation, the Bidder/Offeree agrees to execute and comply with the enclosed Maryland Department of Human Resource (DHR) Hiring Agreement (DHR Hiring Agreement.pdf). The Hiring Agreement is to be executed by the Bidder/Offeree and delivered to the procurement officer within ten (10) days following receipt of Notice by the Bidder/Offeree that it is being recommended for contract award. The Hiring Agreement will become effective concurrently with the award of the contract. The Hiring Agreement provides that the Contractor and DHR will work cooperatively to promote hiring by the Contractor of qualified Maryland Temporary Cash Assistance customers to fill job openings resulting from this procurement, in accordance with 12-224, State finance and Procurement Article.

26. **STATE HOLIDAYS:**

The building will be serviced according to the weekend schedule for the following State holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

and all other additional days authorized by the Governor, plus official general election holidays.

27. **PAYMENT TO THE CONTRACTOR:**

27.1 At the end of each month, the Contractor shall render to the Multi-Service Center Manager his invoice, in triplicate, for the service provided over the preceding month. The invoice shall not exceed one twelfth (1/12th) of the annual base amount of the contract, plus any alternates that were performed during the preceding month.

The invoice will detail any known reductions as outlined in the Specifications. The Contractor's Federal Tax Identification Number or Social Security Number must appear on the front of the invoice. All invoices shall be addressed as follows:

Hyattsville DC/MS
Department of General Services
Room:B2 Attn: Michael Cain
4990 Rhode Island Ave.
Hyattsville MD, 20781

27.2 The Multi-Service Center Manager shall review the invoice and any necessary reductions which must be made in accordance with the Specifications. Should the Contractor's invoice not include all necessary reductions, the invoice shall be reduced by the amount of the non-included reductions and processed for payment. The Contractor shall be notified of the reductions made and supplied with copies of documentation supporting those reductions.

28. **MINORITY BUSINESS ENTERPRISE/AFFIRMATIVE ACTION/CONTRACT COMPLIANCE**

28.1 This Contract is subject to Executive Order 01.01.1995.19, July 17, 1995 (Code of Fair Practices). This Contract is subject to the applicable provisions of Title 14, Subtitle 3 of State Finance and Procurement Article – COMAR 21.11.03, Minority Business Enterprises Policies; and COMAR 21.11.04, Contractor's Affirmative Action Plan Review/Approval and Compliance Monitoring Process, DGS; and the provisions of COMAR 11.01.10 which incorporates by reference the Minority

Business Enterprise Program Manual. Copies of the Minority Business Enterprise Program Manual may be requested from the Maryland Department of Transportation, Office of Minority Business Enterprise Office, 7201 Corporate Center Drive, Hanover, Maryland 21076. This Contract is also subject to all applicable federal and State law and regulations pertaining to Minority Business Enterprise and Affirmative Action.

- 28.2 An MBE subcontract participation goal of Percentage of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation the bidder agrees that this dollar amount of the contract will be performed by a certified minority business enterprise.

29. MBE Forms:

29.1 A Bidder shall include electronically with its bid:

- a) A completed DGS-Attachment A – **MDOT Certified MBE Utilization and Fair Solicitation Affidavit** whereby the Bidder acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal and affirms that the MBE subcontractors were treated fairly in the solicitation process. In addition the Bidder responds to the degree of MBE participation as stated in the solicitation, by identifying the specific commitment of certified MBE's at the time of submission. The bidder shall specify the percentage of Contract value associated with each MBE subcontractor identified on the MBE Utilization and Fair Solicitation Affidavit. Use the attached form only.

COMAR 21.11.03.09 C (5). If the bidder fails to accurately complete and submit this affidavit as required, the bid shall be deemed not responsive.

- 29.2 Within ten (10) working days from notification that it is the apparent awardee or from the date of actual work, whichever is earlier, the apparent awardee shall provide the following documentation to the Procurement Officer:

- a) A completed DGS-Attachment B – Department of General Services Outreach Efforts Compliance Statement.
- b) A completed DGS-Attachment C – Department of General Services MBE Subcontractors Participation Statement.
- c) If the apparent awardee has requested a waiver (in whole or part) of the overall MBE goal or any of the sub-goal as part of the previously submitted Attachment A, it shall submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.

29.3 BID PROPOSAL AFFIDAVIT CONTRACT AFFIDAVIT:

The Bid/Proposal Affidavit and Contract Affidavit may be submitted with the bid electronically or prior to the bid opening. The Bid/Proposal Affidavit can be mailed or hand carried in a sealed envelope to the attention of the Procurement Officer, 301 W. Preston St., Room M-3, Baltimore, MD 21201.

30. CONTRACTOR'S INSURANCE:

The Contractor must furnish and keep in effect during the term of this contract the following:

Certificate of Liability Insurance - General liability insurance in the amount of \$1,000,000 per occurrence \$2,000,000 aggregate, including but not limited to Personal Injury Liability Coverage. This insurance must cover the risks of false arrest, false imprisonment, malicious prosecution, defamation of character, libel, slander or other tortuous conduct caused by any acts of the Contractor's employees.

On the Certificate of Liability, the **"DESCRIPTION OF OPERATIONS"** shall read as follows:

"JANITORIAL SERVICES @ HYATTSVILLE DISTRICT COURT/MSC. THE STATE OF MARYLAND IS INCLUDED AS AN ADDITIONAL INSURED SOLELY WITH RESPECT TO THE OPERATIONS AND ACTIVITIES OF THE NAMED INSURED".

The certificate holder shall read as follows:

Department of General Services
Room M-3
301 West Preston Street
Baltimore, MD. 21201

Workmen's Compensation Insurance - as is required by the Laws of the State of Maryland.

Motor Vehicle Liability Insurance - with a minimum bodily injury limit of \$300,000 for each person and \$500,000 aggregate for each occurrence.

The Contractor shall indemnify and save harmless and defend the State and all of its representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any work performed under this contract, either by the Contractor or any Sub Contractor or their employees, agents or representatives.

The Contractor must submit any required certificates of insurance to the Procurement Officer for review and approval. These certificates shall be held by the Procurement Officer for the duration of the contract. The State shall have the absolute right to terminate the contract if any insurance policy is cancelled at any time for any reason and a new policy is not obtained by the Contractor and approved by the Procurement Officer. Unless the Procurement Officer otherwise agrees, the new policy must be effective as of the previous policy's date of cancellation.

FIDELITY BOND

Maryland Insurance Commissioner to issue such bonds in Maryland. The bond or bonds shall protect the State against loss by the theft of money or other property from the premises to which the state or others may sustain as a result of any fraudulent or dishonest act of Contractor's employee, acting alone or in collusion with others, during the term of this contract. Said bond or bonds shall have a limit at least \$2,500 per occurrence, per employee. Contractor must deliver said bond or bonds to the State not later than time of award.

Note:

Certificate of Liability Insurance and Workmen's Compensation Insurance must be submitted electronically, faxed, mailed, or hand carried to the Procurement Officer within five (5) days of the request.

31. BID PREPARATION:

- 31.1 The **Base Bid** shall be a total three (3) year price for the provision of all janitorial services as described in Section 18, Tasks 18.1 through 18.19 of these specifications for the Hyattsville District Court/Multi-Service Center. This price shall cover all daily, weekly, monthly and semi-annual tasks to the standards set forth including all supplies, equipment, wages, overhead and profit for the entire term of the contract.

- 31.2 **Add Alternate #1** - Shall be a total one (3) year price for carpet shampooing twice yearly.
(2 times per year x 6)
- 31.3 **Add Alternate #2** - Shall be a total one (3) year price for cleaning all light fixtures once a year.
(1 time per year x 3)
- 31.4 **Add Alternate #3** - Shall be a total one (3) year price for cleaning Venetian blinds once a year.
(1 time per year x 3)
- 31.5 **Add Alternate #4** - Shall be a total one (3) year price for cleaning all exterior windows and glass
walls twice yearly. (2 times per year x 6)

NOTE:

Add alternate pricing shall be for the cost of the specific Add Alternate only. Do not (add) Add Alternate costs together or to the base bid.

32. **BASIS OF AWARD:**

This contract will be awarded to the responsible and responsive Bidder that submits the lowest Base Bid plus Add Alternates. The cost of any Add Alternate specified is not to be included in the Base Bid for a period of three (3) years beginning January 26, 2014 through January 25, 2018.

If the State decides to exercise renewal options the award will be made at the same Terms, Conditions, Required Contract Provisions, and Cost as was awarded in years 1-3 of the contract.

Note:

If the Bidder fails to bid all lines in eMarylandMarketplace, the Procurement Representative/Officer shall deem the bid non-responsive.